



REQUEST FOR PROPOSAL

TO PROVIDE

CONSTRUCTION MANAGEMENT SERVICES

FOR THE

Station 17- Partial Remodel Project

RELEASE DATE: 12/09/21

Contact: Division Chief Trent Williams

**Facilities Manager
PO Box 807
Camino CA 95709**

**Telephone: (530) 644-9630
williamst@eldofire.com**



12/09/2021

TO: Qualified Construction Management Consultants

SUBJECT: **REQUEST FOR PROPOSAL NOTICE**
Station 17- Partial Remodel Project

Dear Qualified Construction Management Consultant:

Notice is hereby given that Proposals will be received at Station 21 (4040 Carson Rd, Camino CA 95709) until, **Friday January 7th, 2022 at 3:00 P.M.** for performing all work necessary to:

Provide construction management services including contract administration, scheduling, cost tracking, and related services for the completion of the "Station 17- Partial Remodel Project".

Focused areas of the construction work will include bathroom remodel, kitchen remodel, relocating non-load bearing walls, updated plumbing and electrical systems and improvements for an ADA compliant parking stall.

Proposals shall be mailed to:

Facilities Manager
El Dorado County Fire District
PO Box 807
Camino CA 95709

Or delivered in person to: Station 21 at 4040 Carson Rd, Camino CA 95709.

Consultants wishing to propose to this RFP are invited to notify the District of their intent to propose by emailing Trent Williams at the address indicated above to be added on the Proposer List. The District reserves the right to amend this RFP by addendum prior to the final submittal date and will email any addendums of the RFP directly to the Consultants on the Proposer List.

Questions should be addressed to Trent Williams in email according to the timelines indicated herein and at the address listed above. Verbal explanation or instructions shall not be considered binding by the El Dorado County Fire District. Any modifications to this solicitation will be issued by the El Dorado County Fire District in the form of written addenda as indicated above.

Station 17- Partial Remodel Project: CM RFP



This RFP does not commit the El Dorado County Fire District to award a contract or pay any costs associated with the preparation of a proposal. The El Dorado County Fire District reserves the right to cancel this solicitation at any time or to extend the submittal deadline.

Sincerely,

A handwritten signature in black ink, appearing to read "Trent Williams", is positioned below the word "Sincerely,".

Trent Williams- Division Chief
Facilities Manager
Office: (530) 644-9630
Email: williamst@eldofire.com

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1. INTRODUCTION

Station 17 was built 64 years ago to house a single engine company. In 1977, a contract was made for the Pollock Pines Fire Department to staff a medic unit to provide EMS service to the area as well. Due to the increase in staffing and supply needs over the years, multiple additions have been made to the original cinder block building. While these additions held up well for decades, the station has been experiencing problems in recent years and the need to update some problem areas have been identified.

The El Dorado County Fire District has already developed remodel plans and submitted them to the county. These plans and permit have been approved and received back. Included with the plans, is a third-party Inspector of Record to provide on-site services in accordance with the 2019 California Health and Safety Code, Division 12.5, Chapter 2, Article 4, Sections 16017-16021, on behalf of the county.

The El Dorado County Fire District (District) is soliciting Proposals from qualified firms (Proposer) to provide professional Construction Management services to include contract administration, scheduling, cost tracking, and related services for the completion of the **Station 17- Partial Remodel Project**. Major elements of the project include the following:

- Complete kitchen remodel.
- Adding a second bathroom with shower.
- Moving some non-bearing walls.
- Updates to the plumbing.
- Updates to the electrical.
- Improvements to the first parking stall to be ADA compliant.

The project is located at 6430 Pony Express Trail, Pollock Pines CA 95726. The Consultant may download the approved plans at <https://www.eldoradocountyfire.com/bids-and-proposals> or request an electronic PDF copy by contacting Division Chief Trent Williams at the address above.

Funding for construction and construction management of the project will be paid by the El Dorado County Fire District.

It is the intent of the District to have the project constructed in accordance with the project plans and specifications approved for the project. The tentative project schedule is as follows:

- | | |
|--------------------------------------|------------------|
| 1. Proposals Due – | January 7, 2022 |
| 2. CM Interviews – | January 21, 2022 |
| 3. Award CM Contract – | February 4, 2022 |
| 4. Advertise Construction Contract – | February 2022 |
| 5. Award Construction Contract – | March 2022 |
| 6. Begin Construction – | May 2022 |
| 7. End Construction – | July 2022 |
| 8. Project Close Out – | August 2022 |

2. SCOPE OF SERVICES

The District requires the services of a competent and experienced construction management company (CM) to provide all administration and construction contract management services for the construction of the Station 17- Partial Remodel Project. The scope of services includes, but is not limited to, bid support, administration of the construction contract, quality control and materials testing. The successful company shall provide a field site representative who is a licensed professional architect, registered engineer or licensed general contractor in the State of California, and who will perform and function as the Construction Manager (CM). Significant preference will be given to companies that propose a CM with at least ten years of experience on projects of similar size and type.

The CM Project Manager (PM) shall report directly to the District.

See Attachment B for the planned Scope of Services for the CM.

3. RESPONSE TO THIS RFP

Consultants wishing to propose in response to this RFP are invited to notify the District of their intent to propose, by emailing the Facilities Manager to be added on the Proposer List. The District reserves the right to amend this RFP by addendum prior to the final submittal date and will email any addendums to the RFP directly to the Consultants on the Proposer List

Companies responding to this RFP shall submit three (3) hard copies of the proposal and one (1) electronic copy. Proposals shall be submitted in sealed envelopes or containers that bear the name and business address of the firm and shall also be plainly labeled as follows in the lower left-hand corner of the envelope:

**El Dorado County Fire District
Station 17- Partial Remodel Project
Construction Management Services Proposal**

The El Dorado County Fire District will accept written Proposals at the following PO Box:

Facilities Manager
El Dorado County Fire District
PO Box 807
Camino CA 95709

Or delivered in person to: Station 21 at 4040 Carson Rd, Camino CA 95709

The El Dorado County Fire District will NOT accept proposals submitted via e-mail.

Deadline for receipt of Proposals is 3:00 p.m. on Friday January 7, 2022.

If all required information is not provided, a Proposal may be considered incomplete, non-responsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered non-responsive. Submittal of additional information after the deadline will not be allowed.

The El Dorado County Fire District reserves the right to reject any or all Proposals and to waive any and all irregularities and to choose the firm which, in its opinion, best serves its interests. The District makes no representation that any contract will be awarded in response to this RFP. The District will not be liable for any costs incurred by the Proposers incidental to the preparation and presentation of qualifications either orally or in the Proposal. Any costs incurred in the preparation of the Proposal, in the submittal of additional information, and/or in any other aspect of the Proposal prior to the award of a written agreement will be borne by the Proposer. Proposals shall remain in effect for a period of 120 days from the submittal deadline.

4. PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be concise and relevant to the goals of this RFP. Excessive information will not be considered favorably.

The Consultant's Proposal package shall be limited to 20 double-sided 8.5-inch by 11-inch pages. Charts, exhibits, and schedules may be included in 11-inch by 17-inch page format and shall be folded to fit into an 8.5-inch by 11-inch sheet and will count as one (1) page. The page limit does not include the outside cover, section dividers, cover letters, resumes, and sub consultant commitment memorandum, Scope of Services, or contract comments. Proposals that do not contain the required information as described in this RFP or do not contain the required number of copies (3 copies) may be rejected. The proposal must include the following items:

A. Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, and Email Address
- A statement that the submitting company will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- Acknowledgement that all proposals may be considered public information. Subsequent to award of a contract, or rejection of all proposals, all of part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

- The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.

B. Capabilities of Company

Provide a brief narrative of your company's approach to the project. Include information related to the Company's Organization, including its constituent parts, and size variation of staffing levels over the past five years.

Provide brief summaries of the company's experience with similar projects. The summaries should include the dates and duration of the project, one reference and a brief description of the project. The description is to include an outline of the complexities of the project and the firm's approach to the completing the project. Related experience to local projects of similar type and size should be included in this summary.

C. Qualifications and Availability of Proposed Staff

Identify specific staff members to be assigned to the project and a table showing the percentage of time key staff members are available during the course of the project.

Provide a brief summary of the qualifications and experience of each team member assigned, including length of service with the firm.

D. Project Understanding and Approach

Provide a detailed discussion of your company's approach to the successful implementation of the project. Include thorough discussions of methodologies you believe are essential to accomplishing this project including engineering constraints, milestones, and required approvals relating to the projects. Include a proposed work schedule to accomplish all of the required tasks within the desired timeline; the schedule should include submittal review/approval times for the District and other project stakeholders. Indicate the frequency with which you expect your staff to be on-site (e.g., every day of construction work, every other day, when certain work is being performed, etc.)

Provide an outline, from the details in the Scope of Services in Attachment B, of your company's plan to accomplish the project and include any special services your company offers to meet the District's need for a timely completion and overall success.

Illustrate to the District how your company will manage the construction of the project effectively from the initial plan, specification and estimate review to the final punch list and close-out.

Provide a quality assurance review of the draft Plans and Specifications (download plans at <https://www.eldoradocountyfire.com/bids-and-proposals> or contact DC Trent Williams at the above email address), and provide written comments in the form of a summary memorandum and “redline” markups of the plans and specifications for any potential areas concerns, including potential cost savings in the design (value engineering).

E. Contract Exceptions/Deviations

Provide a written discussion of any objections or concerns relative to the Sample Agreement for Construction Management Services (see Attachment G). If the Consultant has ever been terminated from a contract, describe the facts and circumstances in detail on a separate sheet.

5. EVALUATION CRITERIA

The primary objective of the District is to select a qualified Consultant CM to perform necessary professional services to successfully manage the construction of the Station 17- Partial Remodel Project at a fair and reasonable cost. The District has established the following criteria for the selection process:

- The selection process shall be fair, open, and competitive.
- Selection shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required services at a fair and reasonable price. Ranking of the Proposals shall follow the scoring criteria described below.
- After the Proposals are reviewed and ranked, a short list will be prepared by the selection panel, and the District will determine if interviews will be necessary.
- Upon completion of the evaluation process, negotiations will commence with the highest-ranking company. If negotiations are unsuccessful, then the District will begin negotiations with the second-ranked firm. The District reserves the right to reject any and all Proposals and to negotiate with any responsible, responsive company. The District is under no obligation to issue contracts for the services described in this RFP.

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s):

| Evaluation Criteria | Maximum Points Possible |
|--|--------------------------------|
| 1. Capabilities of Company / Team | 20 |
| 2. Qualifications and Availability of Proposed Staff | 30 |
| 3. Project Understanding and Approach | 40 |
| 4. Ability to Meet Contract Requirements | 10 |
| Total Possible Points: | 100 |

Reference checks will be performed at the sole discretion of the selection committee for the top teams selected for interviews.

6. SELECTION SCHEDULE

Schedule

- | | |
|--------------------------------------|------------------|
| 1. Proposals Due – | January 7, 2022 |
| 2. CM Interviews – | January 21, 2022 |
| 3. Award CM Contract – | February 4, 2022 |
| 4. Advertise Construction Contract – | February 2022 |
| 5. Award Construction Contract – | March 2022 |
| 6. Begin Construction – | May 2022 |
| 7. End Construction – | July 2022 |
| 8. Project Close Out – | August 2022 |

7. INQUIRIES

All inquiries and responses to the Request for Proposal (RFP) should be submitted to:

El Dorado County Fire District
 Facilities Manager
 PO Box 807
 Camino CA 95709

Prospective Proposers are encouraged to promptly notify the District, in writing, of any apparent major inconsistencies, problems, or ambiguities in this RFP by **Tuesday December 21, 2021 by 3:00 pm.**

8. FEE

In a separate, sealed envelope, Proposers must provide a total cost proposal for all services to be delivered, and a breakdown on costs delineated by tasks as described and outlined in the Scope of Services. A schedule of hourly rates in a cost-plus format for all proposed staff and the amount of time each person will be devoted to the project must be included. Define any reimbursable expenses requested to be paid by the District. The cost proposal must be in a cost-plus fixed fee format.

9. LIST OF ATTACHMENTS

- A. Location Map
- B. Scope of Services
- C. Sample Agreement for Construction Management Services

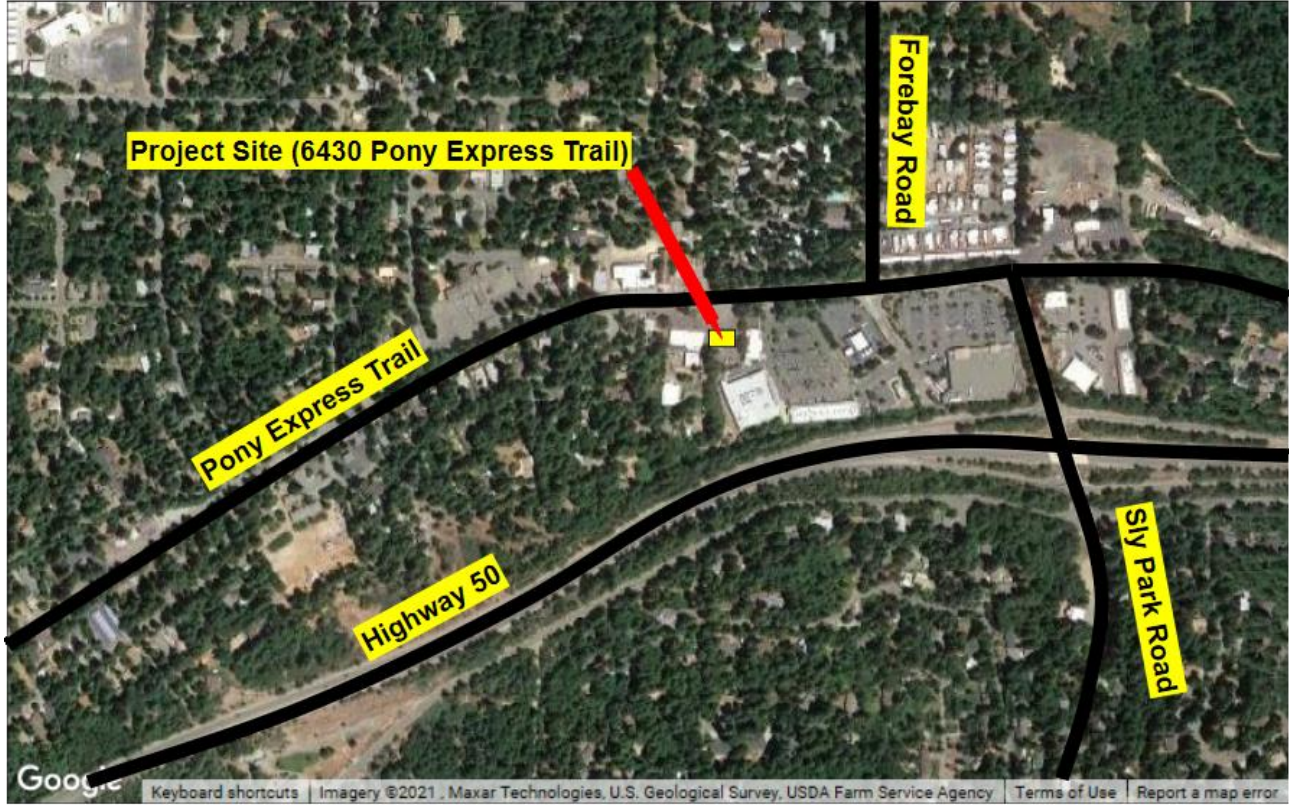
10. LIST OF DOCUMENTS AVAILABLE FOR DOWNLOAD

RFP

Station 17 Plans

ATTACHMENT A

LOCATION MAP



End of Attachment A

ATTACHMENT B

SCOPE OF SERVICES

PROJECT BACKGROUND

The Station 17- Partial Remodel Project consists of remodeling the living and business areas of an existing fire station located in Pollock Pines CA. This project will be funded through the District with no outside state or federal assistance.

Major elements of this project include the following:

- Minor demolition and construction of new non-bearing walls
- Upgrading the flooring, casework, ceiling, kitchen, fixtures, etc.
- Mechanical work to relocate diffusers for new wall locations
- Plumbing will include the relocation of two water closets and sinks
- Electrical work will relocate existing fixtures
- A new handicapped parking space and exterior path

The District has designed, submitted and received back; approved plans and permit from the county.

PROJECT DESCRIPTION

The DISTRICT is contracting with CONSULTANT to provide professional construction management, survey quality control, environmental monitoring coordination, materials testing and administrative services during construction. Work shall be performed in accordance with applicable DISTRICT and Public Works standards and standard practice.

ITEMS OF WORK

The DISTRICT contracts with the CONSULTANT to provide all required construction management services necessary to provide project inspection (including survey quality control and environmental monitoring coordination), materials testing, and construction management services for the Construction Project.

The intent of the contract is to have the CONSULTANT provide a Construction Manager, necessary support staff, equipment, and materials for the required services. The work product shall meet the minimum requirements identified in this scope of services.

General

The CONSULTANT will provide a Construction Manager (CM) and sufficient staff to perform construction administration oversight and inspection services during the construction of the Construction Project. All CONSULTANT staff shall work under the supervision of the CM. These services will encompass serving as the District's Project Manager to the Construction Contractor and the public with regard to activities at the construction site, interpretation of the requirements of the Construction Contract Documents, assessing the acceptability of the Contractor's work, quality control and materials testing. The CONSULTANT's CM shall be a licensed professional architect, registered engineer or licensed general contractor in the State of California.

The CONSULTANT's services will include review and analysis of construction documentation prior to bidding, documentation of pre-construction site conditions, interpretation of and Contractor's conformance to the project plans, specifications, contract documents and regulatory permits. The CONSULTANT will assess the acceptability of the Contractor's work by contract requirements and standards, visual observation, photo and video documentation and all applicable material testing. When

necessary, the CONSULTANT shall issue Notices of Non-Compliance and/or take other action to ensure correction of deficiencies. If safety violations are observed, the CONSULTANT shall take appropriate action to ensure correction of deficiencies. The CONSULTANT shall also manage requests for clarification, coordinate work with the Designer, as required, and manage the project changes, evaluate Contractor's claims, and prepare progress pay estimates.

All construction management, materials testing, inspection and related activities shall be completed as described in the Construction Management Plan (CMP) Manual prepared by the CONSULTANT specifically for this project and approved by the DISTRICT. In addition to the approved CMP Manual, the CONSULTANT shall perform its activities in accordance with, but not limited to, the following documents:

- a) Project Plans and Specifications
- b) Regulatory Agency Permits
- c) California Building Code

Time required by the CONSULTANT to reach the designated construction office will not be considered part of the services for which payment will be made.

Billing shall be on a four-week interval as designated by the DISTRICT. Progress payments will be submitted on or before the 20th of each month to the Facilities Manager or Administration Assistant.

There shall be no reimbursable expenses on this project unless approved in writing, in advance, by the DISTRICT.

Project inspection, materials testing, construction management, and related construction engineering services shall include the following tasks:

Task 1 Construction Management Plan

The CONSULTANT shall prepare a Construction Management Plan (CMP) for the project for DISTRICT approval. The plan shall indicate the standards and level of effort that the CONSULTANT's CM/staff will adhere to during all phases of this work and documents to be received by the DISTRICT. At a minimum, the plan shall include the sections listed below:

- a) Project Organization
- b) Meetings
- c) Communications Management
- d) Preparation of Management Reports
- e) Clarifications and Contract Interpretations of Specifications
- f) Submittals/Shop Drawings
- g) Design Modifications
- h) Change Orders
- i) Schedule Management
- j) Claims Management and Resolution
- k) Testing and Testing Documentation
- l) Progress Pay Estimate Preparation
- m) Inspection and Inspection Reporting
- n) Defective Work Correction
- o) Record Drawings
- p) Safety
- q) Photo/Video Documentation
- r) Certified Payroll Review
- s) Other Tasks

The plan shall describe the level of effort anticipated to be maintained by the Construction Manager (CM) and inspectors for the various activities during the construction period and project closeout. The plan shall describe all deliverables and timing for periodic reports.

Documents to be delivered:

- *Three copies of final Construction Management Plan due prior to the pre-bid conference.*

Task 2 Administration

The Consultant is to provide construction management administration of the project to facilitate the ongoing construction efforts and maintain State and DISTRICT regulations. At a minimum the consultant shall:

- a) Comply with Cal-OSHA regulations regarding safety equipment and procedures, and safety instructions issued by the State.
- b) Provide administrative, management and related services as required to coordinate the work of the contractor, to complete the project in accordance to contract documents, State regulations and in with the DISTRICT's objectives for cost, time and quality. Provide monthly status reports to DISTRICT. Monthly status reports shall include summaries of work with photos that is currently being performed, behind schedule, unresolved deficiencies and defective work, outstanding change orders and status of any claims.
- c) Coordinate with the DISTRICT and all other involved agencies to obtain and comply with all required permits.
- d) Recommend necessary or desirable changes in the construction contractor's scope of work to the DISTRICT, review and evaluate contractor's request for changes, assist in negotiating contractor's proposals, submit recommendations to the DISTRICT supported by field data, and if they are accepted, prepare change orders for signature and the DISTRICT's authorization.
- e) Maintain strict cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- f) Develop and implement procedures for the review and processing of applications by contractor for progress and final payments. Make written recommendations to the DISTRICT for Contractor payments.
- g) Consult with the DISTRICT and potentially the Designer if the contractor requests interpretations of the meaning and intent of the plans and specifications, and assist in the resolution of questions, which may arise.
- h) Manage and coordinate any utility work to be performed by utility agencies (work not part of contractor's responsibilities): typically PG&E, AT&T and Comcast.

Documents to be delivered:

- *Weekly Status Reports*
- *Required permits*
- *Cost Control Program*
- *Cost Accounting Records*
- *Progress Payment Recommendations*
- *Draft and Final Change Orders*
- *Staffing Schedules*
- *Other reports as required*

Task 3 Pre-Bid Contract Document and Constructability Review

CONSULTANT shall perform a quality assurance review of the completed construction document package and provide written comments in the form of a summary memorandum and “redline” markups of the plans. This review will be completed and submitted with the proposal.

CONSULTANT shall prepare a project schedule which includes all preconstruction and construction utility relocations, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor’s schedule, the RE’s schedule will be updated.

Documents to be delivered:

- *Quality Assurance review memorandum, comment matrix, and markups*
- *Schedule*

Task 4 Documentation and Record Keeping

The Consultant shall maintain all documents to provide a detailed account of the construction effort, progress and contractual obligations. The consultant shall provide at a minimum the services below:

- a) Verify that all required certificate of bonds and insurance have been received from the contractor and forwarded to the DISTRICT for approval.
- b) Maintain a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications; shop drawings, product data, samples, submittals, purchases, materials, equipment, applicable handbooks, maintenance and operating manuals and instructions; and other related documents and revisions which are relevant to the contract work.
- c) During the course of construction, maintain one set of plans with markings and dimensions in red ink to denote field changes or other corrections.

Documents to be delivered:

- *Documents required by this section*

Task 5 Meetings

Anticipated meetings include weekly project review meeting with the DISTRICT Inspector of Record and Architect, a pre-construction meeting with the Contractor, DISTRICT, Architect of Record. Periodic meetings shall include daily discussions between the CM or designated representative and the Contractor and meetings scheduled as needed with regulatory agencies, other groups, or agencies.

Documents to be delivered:

- *Pre-construction meeting with DISTRICT and all applicable parties related to the project.*
- *Weekly meetings with DISTRICT and all applicable parties related to the project.*
- *Any meetings necessary to immediately resolve project issues related to scope, cost, or schedule.*

Task 6 Environmental and Permitting Support

The Consultant shall review and perform all activities in conformance with the regulatory permits for the project.

Task 7 Schedule Review

The CONSULTANT shall review the Contractor's construction schedule, request updates on a weekly basis and track delays or accelerations based on actual Contractor operations as defined in the CMP. Work with the Contractor to maintain the project schedule to show current conditions and suggest revisions that may be required.

Documents to be delivered:

- *Weekly Schedule Review Documentation*

Task 8 Cost Control and Monthly Progress Payments

The CM shall implement necessary procedures for an effective system of cost control to track progress payments, contract change orders, quantity overruns, claims and extra work requests. The Construction Manager shall prepare quantities and estimates for monthly progress payments on or around the 19th of the month and recommend approval to the DISTRICT. CONSULTANT shall maintain cost accounting records (progress payments, CCO status, etc.) in accordance with DISTRICT Engineering Department procedures. The calculations of quantities and documentation shall be in a form approved by the DISTRICT.

Documents to be delivered:

- *Cost Control Tracking Documentation*

Task 9 Contract Modifications and Extra Work, Contract Change Orders, Claims

The CM shall perform the evaluation and administration of all contract modifications, Requests for Information (RFI), contract change orders (CCOs), and claims. The CM shall review all requests for merit, perform an independent estimate, and make recommendations to the DISTRICT for consideration. All contract modifications, extra work, and contract change orders shall be approved by the DISTRICT. If approved, the CM will complete all required documentation to process the change. If the CM receives a notice of claim from the Contractor, the CM shall immediately notify the DISTRICT and work toward a timely resolution of the claim with the Contractor. Status of any outstanding claims will be included with the CONSULTANT's monthly report to the DISTRICT. The CONSULTANT shall support the DISTRICT in any post completion dispute with the Contractor, rendering reasonable assistance, providing access to its records, but is not intended to retain independent experts.

Documents to be delivered:

- *Contract Modification & Extra Work Documentation*
- *Draft CCOs with Recommendation Memorandum*
- *Final CCOs*

Task 10 Submittals and Clarifications

The CM shall issue necessary clarifications and interpretations of the Contract Project Documents in response to Requests for Information (RFI) by the Contractor in a manner as described in the CMP. The CM shall also accept and process submittals, including but not limited to shop drawings, product data and product samples. The CM shall draft a list of required submittals in accordance with the project Specification for the DISTRICT to review. The list shall be submitted to the DISTRICT no later than 5 days

after award of the Contract. The CM shall review those submittals that are appropriate. Submittals requiring review by the DISTRICT Designer shall be logged and transmitted for formal review. Updated submittal logs shall be made available to the DISTRICT upon request. The CM shall be responsible for tracking submittals to assure the submittals are reviewed and returned to the Contractor in a timely manner.

Documents to be delivered:

- *Submittal and RFI logs*
- *Documentation for clarification and interpretation of the Project Plans and Specifications*

Task 11 Field Inspection and Quality Assurance

The CONSULTANT shall review the work of the Contractor, trade and specialty contractors on the project as it is being performed, until final completion and acceptance by the DISTRICT, to assure that the work performed and materials furnished are in accordance with the Contract Documents.

The CONSULTANT shall schedule weekly inspection with the inspection company that is acceptable to the DISTRICT. During the Station 17- Partial Remodel Project, Interwest Consulting Group, Inc. has been identified as the on-site Inspector of Record.

The CM and field inspectors shall monitor the Contractor's performance from the perspective of quality, cost, and schedule, and shall enforce the requirements of applicable Specifications. Weekly Inspection Reports and diaries of Contractor's construction activities shall be completed and be available to the RE at any time. The CM or designated representative shall compare notes with the Contractor's representative at the end of each week to confirm work that was accomplished or quantities placed.

The CM shall prepare and submit written weekly reports to the DISTRICT describing updates of project process, percent of work completed, percent of funds expended, listing of change orders, and community relations issues. All outstanding deficiencies and claims shall also be noted in the weekly reports until resolved or settled. The CM shall document any defective work until it is repaired to the CM's satisfaction and in accordance with the Contract Documents' applicable specification. Copies of the daily reports from the previous week will be included with the weekly written report.

Weekly inspection reports and diaries of Contractor's construction activities shall be completed weekly by each inspector and available to the DISTRICT on the next day. The CONSULTANT will document special situations by photograph or video. CONSULTANT shall document any defective work until it is repaired to the CONSULTANT'S and DISTRICT's satisfaction and quality of work is in accordance with the Contract Documents.

Weekly inspection reports shall include, at a minimum, the following information: Contractor's activities, problems and issues dealt with, approved changes, and any other information necessary to create a satisfactory record of the day's activities at the project site in accordance with standard inspection practice.

Documents to be delivered:

- *Weekly Inspection Reports*
- *Weekly Reports*
- *Monthly Complaint Log*

Task 12 Testing (if required)

The CONSULTANT shall provide, coordinate, and monitor any fields and laboratory testing required by law, or the Construction Specifications.

Documents to be delivered:

- *Copies of all testing results*

Task 14 Final Completion and Acceptance

After the project is near completion, the CM will schedule a walk through with the DISTRICT Inspector and Architect and shall coordinate preparation of a "punch list" of incomplete or unsatisfactory items and submit the list to the Contractor. Once all work is complete, the CONSULTANT will deliver a statement to the DISTRICT indicating that to the best of the CONSULTANT'S knowledge and belief, that the project has been completed in

accordance with the Project Construction Contract Documents and CONSULTANT recommends acceptance. A Proposed Final Estimate signed by the CM and the Contractor shall accompany the recommendation for acceptance.

Documents to be delivered:

- *Notice of Substantial Completion*
- *Punch Lists*
- *Proposed Final pay Estimate*

Task 15 Other Tasks

As part of the inspection and construction administration activities, the CONSULTANT shall include the tasks listed below as part of the overall project activities:

- a) Review weekly certified payrolls for compliance with State wage rate requirements as required by Contract Documents. The CONSULTANT shall enforce the requirements of the California Labor Code as they pertain to the Project. The detailed description of the Labor Code requirements is described in Section 7 of the State Standard Specifications. The CONSULTANT shall also review the certified payrolls submitted by the Contractor for full conformance with Section 7 of the State Standard Specifications.
- b) Notify the DISTRICT of any errors or omissions that are found on the plans or specifications during construction within one working day after such errors are discovered.
- c) CONSULTANT shall monitor Contractor's coordination with various utility companies, if needed.
- d) CONSULTANT shall take appropriate action to ensure correction of observed safety violations under the requirements of the CAL OSHA Construction Safety Orders.

Documents to be delivered:

- *Documentation of Activities per CMP*

Task 16 Project Close Out

The CONSULTANT shall verify any operating and/or Regulatory Agency permits are obtained and inspections are complied with and completed. The CONSULTANT will submit to the DISTRICT the following close out items:

- a) All records, maps, and plans maintained by the CONSULTANT during construction.
- b) All approved shop drawings, submittals and manufacturer's literature maintained by the CONSULTANT during the construction project.

- c) The original set of all inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondence and other documents related to the construction work as it was being installed.
- d) A set of red line Record Drawings documenting any changes and/or substitutions that have been reviewed for accuracy and completeness by the CONSULTANT and a recommendation for the DISTRICT to accept the Record Drawings.
- e) Claim waiver form and all necessary forms to complete the project close out and final Invoice.

Documents to be delivered:

- *All records, maps and plans maintained during construction.*
- *All shop drawings, submittals, and manufacturer's literature maintained during construction.*
- *Any progress photographs and videotapes taken of construction project.*
- *Record drawings of field changes.*
- *Original inspection reports, summaries, testing documents, meeting minutes, clarifications, schedules, correspondences and other documents of construction.*
- *Red-line record drawings.*

CONSULTANT STAFFING

The CONSULTANT proposes to use ____ (***name to be proposed as part of response to RFP***) ____ as the on-site Construction Manager/Resident Engineer for this contract. Additional staff and subconsultants are to be brought in on an as-needed basis. The DISTRICT maintains the right to request additional staff if, in its opinion, there is inadequate coverage during any phase of the project. In the event there is a need to substitute key personnel by the CONSULTANT for construction management or inspection responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the DISTRICT for the replacement staff in these key positions.

The DISTRICT Facilities Manager or designated representative shall have the authority to reject the Construction Manager, field inspection personnel, or testing technicians in the event of unsatisfactory performance by said personnel in the opinion of the DISTRICT. The CONSULTANT shall provide qualified replacement staff acceptable to the DISTRICT.

End of Attachment B

ATTACHMENT C

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made and entered by and between the El Dorado County Fire District (DISTRICT) and XXXXXXXX, a construction corporation who is qualified to conduct business in the State of California, whose principal place of business is XXXXXXXX, (hereinafter referred to as "CONSULTANT");

WITNESSETH

WHEREAS, the DISTRICT has determined that it is necessary to obtain a consultant to provide Construction Management Services; and

WHEREAS, CONSULTANT has agreed to represent DISTRICT, that it is specially trained, experienced, expert, and competent to perform the special services required hereunder and have determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

NOW, THEREFORE, the DISTRICT, and CONSULTANT mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

CONSULTANT agrees to provide construction management services to the DISTRICT as those services and deliverables are described in CONSULTANT'S Scope of Work Exhibit "A", incorporated herein and made by reference a part hereof.

ARTICLE II. TERM/PERFORMANCE PERIOD

This contract shall go into effect on January XX, 2022, contingent upon approval by the DISTRICT, and CONSULTANT shall commence work after notification to proceed by the DISTRICT Contract Administrators. The contract shall end on July XX, 2022, unless extended by contract amendment if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

CONSULTANT is advised that any recommendation by the DISTRICT staff for contract award is not binding until the contract is fully executed and approved by the District Facilities Manager.

ARTICLE III. COSTS AND PAYMENTS

1. The method of payment for this contract will be based on actual cost with a not to exceed total amount of XXXXXXXX Thousand Dollars (\$XXXX.00). The DISTRICT will pay CONSULTANT for actual costs (of which include labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the amounts set forth for each task in Exhibit B, unless agreed to by the DISTRICT and CONSULTANT. In the event, the DISTRICT determines that a change to the work from

that specified in the Cost Proposal and contract is required, the contract time or actual costs (per Exhibit "C") reimbursable by the DISTRICT shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" shall not be exceeded, unless authorized by contract amendment.

- A. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- B. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the DISTRICT shall have the right to delay payment or terminate this contract in accordance with the provisions of Article IV Termination.
- C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

2. CONSULTANT will be reimbursed promptly by the DISTRICTS' Contract Administrators of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due to the DISTRICT including any equipment purchased under the provisions of Article IX Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to the DISTRICT Facilities Manager at the following addresses:

El Dorado County Fire District
Attn: Division Chief Trent Williams
PO Box 807
Camino, CA 95709
Email: williamst@eldofire.com

- D. The total amount payable by the DISTRICT shall not exceed \$XX,XXX.

3. The DISTRICT is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished.

ARTICLE IV. DEFAULT, TERMINATION AND CANCELLATION

- A. The DISTRICT may temporarily suspend this contract, at no additional cost to the DISTRICT, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension for up to ninety days suspension. If the DISTRICT gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this contract. A temporary suspension may be issued concurrent with the notice of termination
- B. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT by virtue of any breach of this AGREEMENT by CONSULTANT, and the DISTRICT may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to the DISTRICT from CONSULTANT is determined.

- C. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, the DISTRICT shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- D. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.
1. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
 2. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- E. Bankruptcy: This Agreement, at the option of the DISTRICT, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. Ceasing Performance: the DISTRICT may terminate this Agreement in the event CONSULTANT ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- G. Termination or Cancellation without Cause: the DISTRICT may terminate this Agreement in whole or in part thirty (30) calendar days upon written notice by the DISTRICT for any reason. If such prior termination is effected, the DISTRICT will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONSULTANT, and for such other services, which the DISTRICT may agree to in writing as necessary for contract resolution. In no event, however, shall the DISTRICT be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected and upon payment in full of amounts owed to CONSULTANT through the date of termination, the DISTRICT shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, the DISTRICT reserves the right to take over and complete the work by contract or by any other means.

ARTICLE V. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Government Code 8546.7; CONSULTANT and the DISTRICT shall maintain and make available for inspection all books, documents, papers, accounting records, Audited Indirect Cost Rate work papers, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such work papers and materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, the DISTRICT, or any duly authorized representative of the Federal Government having jurisdiction under Federal laws or regulations shall have access to any books, records, and documents of CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA that are pertinent to the Agreement for audit, examinations, work paper review, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE VI. PREVAILING WAGES

CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the construction management services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws.

District shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the construction management services available to interested parties upon request, and shall post copies at CONSULTANT's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure of CONSULTANT to comply with the Prevailing Wage Laws.

CONSULTANT must be registered with the Department of Industrial Relations. CONSULTANT shall maintain registration for the duration of the project. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT's sole responsibility to comply with all applicable registration and labor compliance requirements.

ARTICLE VII. SUBCONTRACTING

CONSULTANT is engaged by the DISTRICT for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract any portion of this contract or CONSULTANT's obligations under this contract without the prior written approval of the DISTRICT.

ARTICLE VIII. CONFLICT OF INTEREST

No official or employee of the DISTRICT who exercises any functions or responsibilities in review or approval of services to be provided by CONSULTANT under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the DISTRICT have any interest, direct or indirect, in this Agreement or the proceeds thereof.

- A. CONSULTANT shall disclose any financial, business, or other relationship with the DISTRICT that may have an impact upon the outcome of this contract, or any ensuing District project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any contract, or on any contract to provide inspection for any project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

- E. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE IX. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any District employee. For breach or violation of this warranty, the DISTRICT shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE X. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XI. CHANGES TO AGREEMENT

- A. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the District's Contract Administrator.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is part of this contract without prior written approval by the DISTRICTS' Contract Administrators.

ARTICLE XII. INDEPENDENT CONSULTANT

CONSULTANT in the performance of this AGREEMENT shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent

contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of the DISTRICT.

CONSULTANT exclusively assumes responsibility for acts of its employees, associates and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONSULTANT shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. The DISTRICT shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONSULTANT or its employees.

ARTICLE XIII. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to the District shall be in duplicate and addressed as follows:

El Dorado County Fire District
Attn: Division Chief Trent Williams
PO Box 807
Camino, CA 95709
Email: williamst@eldofire.com

Or to such other location as the DISTRICT directs.

Notices to CONSULTANT shall be addressed as follows:

Name of Company.
Mailing address
City, California XXXXX
ATTN: XXX XXXX

Or to such other location as the CONSULTANT directs.

ARTICLE XIV. INDEMNITY

To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the DISTRICT and their officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, the DISTRICT employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the willful misconduct by the DISTRICT, its officers, and official employees. This duty of CONSULTANT includes the duty of defense, as set forth in California Civil Code Section 2782.8, and the cost to defend charges to CONSULTANT shall not exceed CONSULTANT'S proportionate percentage of fault except as set forth in California Civil Code Section 2782.8. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XV. INSURANCE

A. INSURANCE COVERAGE

Prior to commencement of the work described herein, CONSULTANT shall furnish the DISTRICT with Certificates of Insurance evidencing the following:

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability insurance in an amount no less than \$2,000,000

B. CERTIFICATES OF INSURANCE

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the DISTRICT.
2. That the DISTRICT will not be responsible for any premiums or assessments on the policy. CONSULTANT agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the DISTRICT. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, the DISTRICT may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

C. ADDITIONAL INSURED

The DISTRICT, their officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work by or on behalf of the CONSULTANT in the performance of this AGREEMENT.

For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, their officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

D. NOTICE OF CANCELLATION

CONSULTANT shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured

retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance.

ARTICLE XVI. AUTHORIZED SIGNATURES

The parties to this contract represent that the undersigned individuals executing this contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XVII. SEVERABILITY

If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. DISPUTES

This agreement, and the rights and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California and any claims arising from this agreement shall be prosecuted in the County of El Dorado. Should any legal action be brought in regard to this agreement, the prevailing party shall be entitled to recovery of reasonable attorney's fees and costs.

ARTICLE XIX. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XX. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE XXI. STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set

forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the DISTRICT upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the DISTRICT shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

ARTICLE XXII. INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the DISTRICT, the state, and the federal government; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement.

ARTICLE XXIII. OWNERSHIP OF DATA

It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the DISTRICT, and CONSULTANT shall have no property right there in whatsoever. Immediately upon termination, the DISTRICT shall be entitled to, and CONSULTANT shall deliver to the DISTRICT, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to the DISTRICT which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the DISTRICT.

ARTICLE XXIV. CLAIMS FILED BY DISTRICT'S CONTRACTOR

- A. If claims are filed by the DISTRICT's contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the DISTRICT's contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel that the DISTRICT considers essential to assist in defending against claims will be made available on reasonable notice from the DISTRICT. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this Agreement
- C. Services of CONSULTANT's personnel in connection with the District's claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the claims.

ARTICLE XXV. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the District Safety Officer and other District representatives.
- B. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705 or as needed, prior to the initiation of any practices, work, method, operation, or process related to the construction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

- - EL DORADO COUNTY FIRE DISTRICT - -

Date: _____

Trent Williams, Division Chief- Facilities Manager

--CONSULTANT--

Date: _____

Authorized Contract Representative

Print Name

Attachments:

Exhibit A: Consultant Scope

Exhibit B: Fee Breakdown

Exhibit C: Consultant Billing Rate Schedule

End of Attachment C

End of Request for Proposal

Station 17- Partial Remodel Project

